

City of Cody City Council
AGENDA - Revised

Tuesday, January 7, 2020 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order
Pledge of Allegiance
Moment of Silence
Roll Call
Mayor's Recognitions and Announcements

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Minutes from December 17, 2019.
- b. Approve Vouchers and payroll in the amount of \$518,725.85.
- c. Consider approval of the Official Community Appointments for 2020: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judge, John Housel and Tom Keegan, Fire Marshall, Sam Wilde; and Fire Chief, Shane Spradlin.
- d. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
- e. Designate Big Horn Federal Bank, US Bank, Pinnacle Bank, and Wells Fargo as the official depositories for the City of Cody for the calendar year 2020.
- f. Authorize the Mayor to enter into and sign the "Contract to Buy and Sell Real Estate" between the Park County Animal Shelter and the City of Cody as it relates to approximately 3.46 acres of land for a total purchase price of \$81,510.00. Authorize the Mayor to sign other documents relating to the sale of said property, contingent upon review by City Attorney.
- g. Authorize the Cody Elks Lodge to reserve parking spaces on Beck and 12th Street (3 spaces each location) on January 9th through January 12th for visiting dignitaries relating to the Wyoming Elks Association State Convention. The Elks will provide signage, place and remove.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

- a. Consider Rodney Laib and Kahl Mitchell for the two (2) vacant positions on the Planning, Zoning & Adjustment board for a three-year term ending December 31, 2022.
- b. Consider appointing Jack Way for the vacant position (1) to the Yellowstone Regional Airport Board for a three-year term ending December 31, 2022.
- c. Appoint Andy Cowan, (Member at Large); Ray Lozier, (Electrical Contractor); Troy Kincheloe, (Plumbing Contractor) and Bill Brown, (HVAC Contractor) to the Contractors Board for a three-year term ending December 31, 2022.
- d. Appoint Marty Coe, Jennifer Gould, Bernie Butler and Lois Caserta to the Cody Tree Board for a two-year term ending December 31, 2021.
- e. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.
Staff Reference: Cindy Baker, Administrative Services Officer
- f. Authorize the Mayor to sign and execute the FY2020 Transportation Alternatives Program (TAP) Subrecipient Agreement and all other agreement related documents.
Staff Reference: Philip Bowman, Public Works Director
- g. Ordinance 2019-08 – 2nd Reading
An Ordinance Amending Title 3, chapter 3, Section 3-3-3, of the City of Cody code: Taxicab Fees
Staff Reference: Cindy Baker, Administrative Services Officer
- h. Ordinance 2019-10 – 2nd Reading
An Ordinance Amending Title 5, Chapter 5, Section 5-5-1 B, of the City of Cody Code: Fireworks – Sales, License and Use:
Staff Reference: Cindy Baker, Administrative Services Officer
- i. Ordinance 2019-11 -2nd Reading
An Ordinance Amending Title 3, Chapter 2, Article II, Section 3-2-14 G, of the City of Cody Code: License Fees.
Staff Reference: Cindy Baker Administrative Services Officer
- j. Ordinance 2019-12– 2nd Reading
An Ordinance Adding Title 3, Chapter 2, Article II, Section 3-2-10 E, of the City of Cody Code: Licenses: Numbers, Application, Issuance and Regulation of Licenses and Licensees.
Staff Reference: Cindy Baker, Administrative Services Officer.

- k. Tabled Items
- l. Matters from Staff Members
- m. Matters from Council Members
- n. Adjournment

Upcoming Meetings:

January 14, 2020 – Tuesday – Work Session 5:00 p.m. -
January 21, 2020 – Tuesday – Regular Council Meeting 7:00 p.m.
January 31, 2020 – Friday – Council Leadership Summit – 8:00 a.m.
February 4, 2020 – Tuesday - Regular Council Meeting 7:00 p.m.

**City of Cody
Council Proceedings
Tuesday, December 17, 2019**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 17, 2019 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Jerry Fritz, Landon Greer, Justin Baily, Glenn Nielson and Heidi Rasmussen, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker.

Absent: Diane Ballard

Mayor Hall called the meeting to order at 7:00 p.m.

Council Member Fritz made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as amended adding Special Work Session Minutes from December 10, 2019 and removing item “e” to conduct of business. Consent calendar approved included the approval of Minutes: Approval of Minutes: Regular Minutes from December 3, 2019, Special Work Session from November 26, 2019 and December 10 2019; approve Payroll and Vouchers in the amount of \$1,841,932.52; approve Vouchers in the amount of \$476,052.17, noting vouchers related to One Cent Special Purpose Tax Projects; accept Bid 2019-13 to sell approximately 3.46 acres of land, described as Lot 1 of the Benny’s Place Minor Subdivision to Park County Animal Shelter and authorize the Mayor to sign documents relating to the sale of said lot, noting bid in the amount of \$82,510.00, authorize Barry Cook, City Administrator to sign the retainage release document for the 2019 ADA Ramp Improvement project, with a release date of December 23, 2019, authorize the Mayor to enter into a Memorandum of Agreement between the City of Cody and Northwest College as it relates to credit for fitness classes at the Recreation Center and approve the plat amendment to the Cook Minor Subdivision, to relocate gas line Easement. Council Member Greer recused himself from voting. Vote was unanimous from remaining Council Members.

During Public Comment – Chief Baker provided updated information relating the deer count recently completed by Wyoming Game & Fish, as well as the deer culling program.

Council Member Rasmussen made a motion seconded by Council Member Baily to approve the award of Bid 2019-14 to Floyd’s Truck Center for (2) Auto cab and Chassis’ with (2) Southwest compaction bodies with the optional remote lube systems in the amount of \$494,680.44. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Nielson to authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with T-O Engineering for the Beacon Hill Water Tank Project. Vote was unanimous.

Ordinance 2019-08 – 1st Reading

An Ordinance Amending Title 3, Chapter 3, Section 3-3-3, of the City of Cody code: Taxicab Fees

Council Member Rasmussen made a motion seconded by Council Member Nielson to pass Ordinance 2019-08 on 1st Reading. Vote was unanimous.

Ordinance 2019-10 – 1st Reading

An Ordinance Amending Title 5, Chapter 5, Section 5-5-1 B, of the City of Cody Code: Fireworks – Sales, License and Use. Council Member Fritz made a motion seconded by Council Member Rasmussen to pass Ordinance 2019-10 on 1st Reading. Vote was unanimous.

Ordinance 2019-11 -1st Reading

An Ordinance Amending Title 3, Chapter 2, Article II, Section 3-2-14 G, of the City of Cody Code: License Fees. Council Member Greer made a motion seconded by Council Member Fritz to pass Ordinance 2019-11 on 1st Reading. Vote was unanimous.

Ordinance 2019-12– 1st reading

An Ordinance Adding Title 3, Chapter 2, Article II, Section 3-2-10 E, of the City of Cody Code: Licenses: Numbers, Application, Issuance and Regulation of Licenses and Licensees. Council Member Greer made a motion seconded by Council Member Rasmussen to pass Ordinance 2019-12 on 1st Reading. Vote was unanimous.

There being no further action Council President adjourned the meeting at 7:36 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

Report Criteria:

Invoice.Detail.Input date = 12/31/2019

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AMERICAN FAMILY LIFE ASSUR (550)				
	649828	AFLAC PREMIUM	12/30/2019	2,541.41
Total :				2,541.41
Total AMERICAN FAMILY LIFE ASSUR (550):				2,541.41
BIG HORN REDI-MIX, INC (1190)				
DBA BIG HORN PRECAST	378545	SAND SLURRY	11/06/2019	585.00
Total :				585.00
Total BIG HORN REDI-MIX, INC (1190):				585.00
BORDER STATES INDUSTRIES, INC (1420)				
	919064115	Wire, primary 1/0 strd, jacketed,25KV	12/05/2019	11,543.10
	919064115	Wire, primary 1/0 strd, jacketed,25KV	12/05/2019	18,829.02
Total :				30,372.12
Total BORDER STATES INDUSTRIES, INC (1420):				30,372.12
CENTURY LINK (10091)				
	121919	UTILITIES - CENTURY LINK	12/19/2019	39.64
Total :				39.64
Total CENTURY LINK (10091):				39.64
CITY OF CODY (2260)				
	123119	UTILITIES - CITY OF CODY	12/31/2019	2,664.62
	123119	UTILITIES - CITY OF CODY	12/31/2019	5,854.88
	123119	UTILITIES - CITY OF CODY	12/31/2019	142.84
	123119	UTILITIES - CITY OF CODY	12/31/2019	500.93
	123119	UTILITIES - CITY OF CODY	12/31/2019	644.94
	123119	UTILITIES - CITY OF CODY	12/31/2019	905.70
	123119	UTILITIES - CITY OF CODY	12/31/2019	3,389.70
	123119	UTILITIES - CITY OF CODY	12/31/2019	10,513.61
	123119	UTILITIES - CITY OF CODY	12/31/2019	35.19
	123119	UTILITIES - CITY OF CODY	12/31/2019	5,223.18
	123119	UTILITIES - CITY OF CODY	12/31/2019	5,155.42
	123119	UTILITIES - CITY OF CODY	12/31/2019	48.33
	123119	UTILITIES - CITY OF CODY	12/31/2019	1,359.07
	123119	UTILITIES - CITY OF CODY	12/31/2019	1,113.61
	123119	UTILITIES - CITY OF CODY	12/31/2019	1,113.61
	123119	UTILITIES - CITY OF CODY	12/31/2019	519.91
	123119	UTILITIES - CITY OF CODY	12/31/2019	1,038.09
	123119	UTILITIES - CITY OF CODY	12/31/2019	39.00
	123119	UTILITIES - CITY OF CODY	12/31/2019	24.00
Total :				40,286.63
Total CITY OF CODY (2260):				40,286.63

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CITY OF CODY 2 (127400)				
	113019	PEACE OFFICER ID	11/30/2019	50.00
Total :				50.00
Total CITY OF CODY 2 (127400):				50.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)				
	113019	Legal Services	12/09/2019	3,384.88
	113019	Legal Services	12/09/2019	345.40
	113019	Legal Services	12/09/2019	759.87
	113019	Legal Services	12/09/2019	759.87
	113019	Legal Services	12/09/2019	828.95
	113019	Legal Services	12/09/2019	828.95
Total :				6,907.92
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,907.92
DAMELIO, CHRISTOPHER STEVE (130671)				
CSD SERVICES	121819	LEAK DETECTION 24TH & SHERIDAN	12/18/2019	270.00
Total :				270.00
Total DAMELIO, CHRISTOPHER STEVE (130671):				270.00
DEARBORN LIFE INSURANCE COMPANY (131563)				
	11-11-19	INSURANCE - Dec 2019	12/19/2019	365.16
	120119	INSURANCE - Jan 2020	12/01/2019	365.16
Total :				730.32
Total DEARBORN LIFE INSURANCE COMPANY (131563):				730.32
DEPT OF FAMILY SERVICES (125899)				
ATTN: CENTRAL REGISTRY	0233-NOV19	BACKGROUND CHECKS - REC CENTER/YOUTH PROGRAMS	12/12/2019	10.00
Total :				10.00
Total DEPT OF FAMILY SERVICES (125899):				10.00
EASTECH FLOW CONTROLS, INC (129630)				
	20760	CHART RECORDER	11/26/2019	69.00
Total :				69.00
Total EASTECH FLOW CONTROLS, INC (129630):				69.00
ENGINEERING ASSOCIATES (4140)				
	3912028	PROJECT 14111-04 WWTF PHASE 2	12/19/2019	7,493.88
	3912028	PROJECT 14111-04 WWTF PHASE 2	12/19/2019	2,289.80
	3912028	PROJECT 14111-04 WWTF PHASE 2	12/19/2019	624.49
	3912028	PROJECT 14111-04 WWTF PHASE 2	12/19/2019	10,408.17
Total :				20,816.34
Total ENGINEERING ASSOCIATES (4140):				20,816.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	37770	COFFEE, FILTERS & CREAMER	09/17/2019	134.15
BIG HORN FOOD SERVICES	38337	CUSTODIAL SUPPLIES	11/13/2019	65.17
BIG HORN FOOD SERVICES	38337	CUSTODIAL SUPPLIES	11/13/2019	195.52
BIG HORN FOOD SERVICES	38337	CUSTODIAL SUPPLIES	11/13/2019	195.52
BIG HORN FOOD SERVICES	38337	CUSTODIAL SUPPLIES	11/13/2019	65.18
Total :				655.54
Total ENNIST III, ROBERT F (131798):				655.54
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	010720	TIPSY TAXI PROGRAM	01/07/2020	504.00
Total :				504.00
Total FARLOW, IRENE (131831):				504.00
FRANCE, HAZELLE (132023)				
	2057	REC CENTER REFUND	12/02/2019	34.00
Total :				34.00
Total FRANCE, HAZELLE (132023):				34.00
HARRISON, TIMOTHY BRUCE (131713)				
BLUE ASPEN ENTERPRISES LLC	100053	PUMP REPAIR FOR SHOWERS AT REC CENTER	12/02/2019	675.00
Total :				675.00
Total HARRISON, TIMOTHY BRUCE (131713):				675.00
HEITZ, KENT (132020)				
	7.0950.18	REFUND UTILITY DEPOSIT	12/09/2019	278.42
Total :				278.42
Total HEITZ, KENT (132020):				278.42
HEMRY, MICHELE (132028)				
	2059	REC CENTER REFUND	12/20/2019	17.00
Total :				17.00
Total HEMRY, MICHELE (132028):				17.00
HILDEBRAND, SHERRI (132022)				
	2056	REC CENTER REFUND	12/02/2019	202.00
Total :				202.00
Total HILDEBRAND, SHERRI (132022):				202.00
HIXON, SHAYLEE (130534)				
	2058	REC CENTER REFUND	12/20/2019	18.25
Total :				18.25

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total HIXON, SHAYLEE (130534):				18.25
JOHNSTON, KAYLA LEE (132027)				
	20.0660.46	REFUND UTILITY DEPOSIT	12/23/2019	304.42
Total :				304.42
Total JOHNSTON, KAYLA LEE (132027):				304.42
JONES, AMY (129954)				
	122119	PERSONAL TRAINER - REC CENTER	12/21/2019	586.80
Total :				586.80
Total JONES, AMY (129954):				586.80
KRUBECK, HEATHER (131999)				
	121219	WITNESS FEES MC-1910-034 FROST, R	12/12/2019	15.00
Total :				15.00
Total KRUBECK, HEATHER (131999):				15.00
MSPS (127866)				
MOUNTAIN STATES PIPE & SUPPLY	INV13565	Kamstrup 5/8" x 3/4" meter	12/03/2019	6,100.00
MOUNTAIN STATES PIPE & SUPPLY	INV13565	Itron 100W ERT, W/PLUG	12/03/2019	4,050.00
MOUNTAIN STATES PIPE & SUPPLY	INV13565	SHIPPING	12/03/2019	133.23
Total :				10,283.23
Total MSPS (127866):				10,283.23
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	123019	PREMIUM	12/30/2019	448.00
Total :				448.00
Total NCPERS GROUP LIFE INS (125412):				448.00
NORCO, INC. (128948)				
	28136969	V-GROOVE HARD WIRE	12/19/2019	40.49
Total :				40.49
Total NORCO, INC. (128948):				40.49
ONE-CALL OF WYOMING (127665)				
	53978	ONE - CALL FEES	12/06/2019	47.25
	53978	ONE - CALL FEES	12/06/2019	47.25
	53978	ONE - CALL FEES	12/06/2019	47.25
	53978	ONE - CALL FEES	12/06/2019	47.25
Total :				189.00
Total ONE-CALL OF WYOMING (127665):				189.00
PARK COUNTY (7670)				
	5121	LEC CONTRACT - DISPATCH	12/01/2019	212.23

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5121	LEC CONTRACT - DISPATCH	12/01/2019	3,607.97
	5121	LEC CONTRACT - DISPATCH	12/01/2019	636.70
	5121	LEC CONTRACT - DISPATCH	12/01/2019	16,766.45
	5121	LEC CONTRACT - CAPITOL EQUIPMENT	12/01/2019	4,510.00
	5121	LEC CONTRACT - MAINTENANCE	12/01/2019	2,305.46
	5121	LEC CONTRACT - CONSOLE	12/01/2019	38.89
	5121	LEC CONTRACT - CONSOLE	12/01/2019	661.06
	5121	LEC CONTRACT - CONSOLE	12/01/2019	116.66
	5121	LEC CONTRACT - CONSOLE	12/01/2019	3,071.97
	5121	LEC CONTRACT - UTILITIES	12/01/2019	1,194.89
Total :				33,122.28
Total PARK COUNTY (7670):				33,122.28
PARK COUNTY ANIMAL SHELTER (5120)				
	104	BOARDING FEES MC-1910-048	12/17/2019	9,330.00
Total :				9,330.00
Total PARK COUNTY ANIMAL SHELTER (5120):				9,330.00
PATTERSON, RAY (126534)				
	2060	REC CENTER REFUND	12/20/2019	32.00
Total :				32.00
Total PATTERSON, RAY (126534):				32.00
PROFFIT, DOUGLAS J (128647)				
PROFFITS ENTERPRISES LLC	10290	FALL CLEAN UP GREYBULL AND REC HILLS	11/30/2019	1,632.50
Total :				1,632.50
Total PROFFIT, DOUGLAS J (128647):				1,632.50
PROVIDENT LIFE & ACCIDENT INS (128033)				
	123019	PREMIUMS	12/30/2019	74.02
Total :				74.02
Total PROVIDENT LIFE & ACCIDENT INS (128033):				74.02
RANDALL, NATE (132031)				
	2063	REC CENTER REFUND	12/23/2019	26.25
Total :				26.25
Total RANDALL, NATE (132031):				26.25
ROCKY MOUNTAIN POWER (7570)				
	121919	UTILITIES - ROCKY MOUNTAIN POWER	12/19/2019	30.41
	121919	UTILITIES - ROCKY MOUNTAIN POWER	12/19/2019	318.43
Total :				348.84
Total ROCKY MOUNTAIN POWER (7570):				348.84

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SABER PEST CONTROLL LLC (131183)				
	AUD134	PEST CONTROL - AUDITORIUM	12/11/2019	80.00
	CH134	PEST CONTROL - CITY HALL	12/11/2019	60.00
	E121	PEST CONTROL - ELECTRIC	12/02/2019	80.00
	P133	PEST CONTROL - PUBLIC WORKS SHOP	12/02/2019	50.00
	P133	PEST CONTROL - PUBLIC WORKS SHOP	12/02/2019	25.00
	P133	PEST CONTROL - PUBLIC WORKS SHOP	12/02/2019	25.00
	R132	PEST CONTROL - RECYCLING/SANITATION	12/04/2019	60.00
	REC134	PEST CONTROL - REC CENTER	12/11/2019	90.00
	REC134	PEST CONTROL - REC CENTER	12/11/2019	90.00
	W132	PEST CONTROL - WASTEWATER DEPT	12/04/2019	50.00
Total :				610.00
Total SABER PEST CONTROLL LLC (131183):				610.00
SCHATZ, CODY (132029)				
	2061	REC CENTER REFUND	12/20/2019	15.00
Total :				15.00
Total SCHATZ, CODY (132029):				15.00
SKARSHAUG TESTING LAB (9320)				
	240154	RUBBER GLOVE & SLEEVE TESTING	12/02/2019	427.14
Total :				427.14
Total SKARSHAUG TESTING LAB (9320):				427.14
SPENCER, ALLEN (131805)				
	3.0730.35	REFUND UTILTIY DEPOSIT	12/16/2019	304.31
Total :				304.31
Total SPENCER, ALLEN (131805):				304.31
ST GERMAINE, ROGER (132026)				
	15.8010.29	REFUND UTILITY DEPOSIT	12/16/2019	117.30
Total :				117.30
Total ST GERMAINE, ROGER (132026):				117.30
STERLING CODIFIERS (128669)				
	800527	CODIFIERS ANNUAL HOSTING FEE	12/10/2019	500.00
Total :				500.00
Total STERLING CODIFIERS (128669):				500.00
SUNDANCE BUSINESS SERVICES (132032)				
CODY LAUNDROMAT	3.1668.11	REFUND CREDIT FROM RATE CORRECTION ON ACCOUNT	12/20/2019	10,835.65
Total :				10,835.65
Total SUNDANCE BUSINESS SERVICES (132032):				10,835.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	14973	OUTSOURCE BILLS	12/06/2019	8.73
ADVANCED INFO SYSTEMS	14973	OUTSOURCE BILLS	12/06/2019	53.93
ADVANCED INFO SYSTEMS	14973	OUTSOURCE BILLS	12/06/2019	49.38
ADVANCED INFO SYSTEMS	14973	OUTSOURCE BILLS	12/06/2019	49.04
ADVANCED INFO SYSTEMS	14973	OUTSOURCE BILLS	12/06/2019	60.94
ADVANCED INFO SYSTEMS	14989	OUTSOURCE BILLS	12/13/2019	16.03
ADVANCED INFO SYSTEMS	14989	OUTSOURCE BILLS	12/13/2019	99.07
ADVANCED INFO SYSTEMS	14989	OUTSOURCE BILLS	12/13/2019	90.71
ADVANCED INFO SYSTEMS	14989	OUTSOURCE BILLS	12/13/2019	90.09
ADVANCED INFO SYSTEMS	14989	OUTSOURCE BILLS	12/13/2019	111.95
ADVANCED INFO SYSTEMS	14991	OUTSOURCE BILLS	12/18/2019	6.73
ADVANCED INFO SYSTEMS	14991	OUTSOURCE BILLS	12/18/2019	41.60
ADVANCED INFO SYSTEMS	14991	OUTSOURCE BILLS	12/18/2019	38.09
ADVANCED INFO SYSTEMS	14991	OUTSOURCE BILLS	12/18/2019	37.84
ADVANCED INFO SYSTEMS	14991	OUTSOURCE BILLS	12/18/2019	47.02
Total :				801.15
Total SYSTEMS GRAPHICS INC (129162):				801.15
TAYLOR, JOSH (132030)				
	2062	REC CENTER REFUND	12/20/2019	30.00
Total :				30.00
Total TAYLOR, JOSH (132030):				30.00
THE OFFICE SHOP INC (7440)				
	126512	COPIER CONTRACT - POLICE	12/10/2019	1,112.35
	126807	REPAIR COPIER	12/12/2019	83.42
	127681	COPIER CONTRACT - SHOP	12/26/2019	45.90
	127681	COPIER CONTRACT - SHOP	12/26/2019	45.90
	127681	COPIER CONTRACT - SHOP	12/26/2019	40.47
	127681	COPIER CONTRACT - SHOP	12/26/2019	45.90
	127681	COPIER CONTRACT - SHOP	12/26/2019	45.90
	127681	COPIER CONTRACT - SHOP	12/26/2019	45.90
Total :				1,465.74
Total THE OFFICE SHOP INC (7440):				1,465.74
THE RADAR SHOP (128503)				
	12495	RADAR & LIDAR RECERTIFICATION	12/09/2019	1,147.00
Total :				1,147.00
Total THE RADAR SHOP (128503):				1,147.00
T-O ENGINEERS INC (131708)				
	190508-10938	2019 STREET INSPECTIONS FOR PCI EVALUATION	01/09/2019	2,652.65
Total :				2,652.65
Total T-O ENGINEERS INC (131708):				2,652.65
UNUM LIFE INSURANCE - LIFE (127935)				
	123019	PREMIUM	12/30/2019	1,586.94

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,586.94
Total UNUM LIFE INSURANCE - LIFE (127935):				1,586.94
VANATA, VINCENT (126193)				
	B50521	LIFTING/VOID FILL FOAM	11/14/2019	400.00
Total :				400.00
Total VANATA, VINCENT (126193):				400.00
VANTHUYNE-KENNEDY, NICOLE (132024)				
	121219	WITNESS FEES MC-1910-034 FROST, R	12/12/2019	15.00
Total :				15.00
Total VANTHUYNE-KENNEDY, NICOLE (132024):				15.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6000524	REPAIR CONDUIT	12/17/2019	325.21
	6000636	TAP WIRE	12/18/2019	384.00
Total :				709.21
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				709.21
WILLIAMS, MICHAEL (132021)				
	2055	REC CENTER REFUND	12/05/2019	60.00
Total :				60.00
Total WILLIAMS, MICHAEL (132021):				60.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	123019	CONTRIBUTIONS	12/30/2019	12,986.06
WORKERS COMPENSATION DIV	123019	VOLUNTEERS PD	12/30/2019	17.06
WORKERS COMPENSATION DIV	123019	VOLUNTEERS REC	12/30/2019	110.92
Total :				13,114.04
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				13,114.04
WYOMING DEPT OF AGRICULTURE (123502)				
	F87E9B28	FOOD LICENSE RENEWAL - AUDITORIUM	12/16/2019	50.00
Total :				50.00
Total WYOMING DEPT OF AGRICULTURE (123502):				50.00
WYOMING RETIREMENT SYSTEM (10950)				
	185983	CONTRIBUTIONS -	12/30/2019	18,907.75
	185984	CONTRIBUTIONS -	12/30/2019	25,212.54
	185985	CONTRIBUTIONS -	12/30/2019	36,298.33
Total :				80,418.62

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING RETIREMENT SYSTEM (10950):				80,418.62
ZIVARO INC (131755)				
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	39.25
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	347.85
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	12.93
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	35.59
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	62.93
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	44.62
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	446.25
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	59.50
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	35.59
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	29.75
	IS043929	EVAULT CLOUD DATA STORAGE	09/26/2019	29.74
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	39.25
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	347.85
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	12.93
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	35.59
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	62.93
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	44.62
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	446.25
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	59.50
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	35.59
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	29.75
	IS043938	EVAULT CLOUD DATA STORAGE	10/24/2019	29.74
Total :				2,288.00
Total ZIVARO INC (131755):				2,288.00
Grand Totals:				279,043.17

Report GL Period Summary

GL Period	Amount
12/19	279,043.17
Grand Totals:	279,043.17

Vendor number hash: 6780884
 Vendor number hash - split: 12606628
 Total number of invoices: 71
 Total number of transactions: 159

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	279,043.17	.00	279,043.17
Grand Totals:	279,043.17	.00	279,043.17
		Payroll 12/24/19	239,682.68
			518,725.85

AGENDA ITEM SUMMARY REPORT

Official Bank Depository Application

ACTION TO BE TAKEN:

Designate Pinnacle Bank, Big Horn Federal, US Bank, and Wells Fargo Bank as official depositories for the City of Cody for the calendar year 2020 pursuant to Wyoming State Statute 9-4-817.

SUMMARY OF INFORMATION:

The City may only deposit funds into banks that have been approved as depositories by the City Council. This requirement does not apply to investments. By being declared an official depository, banks have the opportunity to provide banking services and products the City may solicit during the year.

Per Wyoming State Statute 9-4-806, every bank designated as a depository for funds of the state of Wyoming or any political subdivision thereof, within thirty (30) days following the designation by the state board of deposits or proper governing board, shall furnish to the treasurer of the state of Wyoming or treasurer of the appropriate political subdivision, a certified copy of the resolution adopted by its board of directors.

FISCAL IMPACT

None

ALTERNATIVES

At its discretion, the City Council may approve or deny any or all of the depository applications.

ATTACHMENTS

1. Depository Applications

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Pinnacle Bank- Wyoming
For Calendar Year 2019-2020

October 16, 2019

City of Cody
P O Box 2200
Cody WY 82414

To Whom It May Concern:

Pursuant to the requirement of W.S. 9-4-818, formal application is made by Pinnacle Bank-Wyoming, a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of City of Cody, in the County of Park, in the State of Wyoming, to be designated a depository for public funds. Pinnacle Bank-Wyoming agrees to furnish the securities as provided for in Section 9-4-821 to cover public funds as may be deposited by City of Cody, City of Cody.

Furthermore, Pinnacle Bank-Wyoming agrees to comply with W.S. 9-4-806.

By order of the Board of Directors
Pinnacle Bank- Wyoming

A handwritten signature in black ink that reads "Marlane Borger".

Marlane Borger
Quality Control Officer, Pinnacle Bank Wyoming
Direct Line 307-532-4600 ext. 110



MEMBER FDIC

**PINNACLE BANK - WYOMING
PUBLIC FUNDS DEPOSITORS
EXHIBIT "A"
2019-2020**

**Branches - Cody, Powell, Worland, Thermopolis, Torrington,
Mitchell, Newcastle, Moorcroft, Gillette, Choyenne**

ANGEL DRAW DRAINAGE DISTRICT
ARNOLD DRAINAGE DISTRICT
BIG HORN REGIONAL JOINT POWERS BOARD
BLUFF IRRIGATION DISTRICT
BUFFALO BILL DAM AND VISITORS CENTER
CAMBRIA IMPROVEMENT AND SERVICE DISTRICT
CANYON IMPROVEMENT DISTRICT
CIRCUIT COURT OF GOSHEN COUNTY
CITY OF GILLETTE/GW CONSTRUCTION LLC
CITY OF MITCHELL
CITY OF NEWCASTLE
CITY OF TORRINGTON
CITY OF WORLAND
CLERK OF DISTRICT COURT - THERMOPOLIS
CLOUD PEAK COUNSELING CENTER
CODY CANAL IRRIGATION DISTRICT
CODY CONSERVATION DISTRICT
COMMUNITY JOINT CENTER POWER BOARD
COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DIST.
CROOK COUNTY MEDICAL SERVICES DISTRICT
CROOK COUNTY SCHOOL DISTRICT #1
CROOK COUNTY TREASURER
CROWN HILL CEMETERY DISTRICT 1
EASTERN WYOMING COLLEGE
FIRE PROTECTION DISTRICT #1
GOSHEN CARE CENTER BOARD
GOSHEN COUNTY CLERK
GOSHEN COUNTY FIRE SERVICE
GOSHEN COUNTY LIBRARY
GOSHEN COUNTY SENIOR FRIENDSHIP CENTER
GOSHEN COUNTY TOURISM
GOSHEN COUNTY TREASURER
GOSHEN COUNTY WEED AND PEST
GOTTSCHKE REHABILITATION CENTER
HAWK SPRINGS FIRE DEPARTMENT
HAWK SPRINGS FIRE PROTECTION
HAWK SPRINGS RESCUE UNIT
HEART MOUNTAIN IRRIGATION
HIGHLAND HANOVER IRRIGATION
HOT SPRINGS CONSERVATION DISTRICT
HOT SPRINGS COUNTY CLERK
HOT SPRINGS COUNTY FAIR BOARD
HOT SPRINGS COUNTY HOSPITAL DISTRICT
HOT SPRINGS COUNTY LIBRARY
HOT SPRINGS COUNTY LIBRARY FOUNDATION
HOT SPRINGS COUNTY LODGING TAX BOARD
HOT SPRINGS COUNTY RECREATION DISTRICT
HOT SPRINGS COUNTY TREASURER
HOT SPRINGS COUNTY WEED & PEST
HOT SPRINGS EARLY CHILDHOOD BOCES
HOT SPRINGS STATE PARK
HSC CEMETERY DIST
HSC MUSEUM AND CULTURAL CENTER
HSC PREDATOR MANAGEMENT DISTRICT
HUNTLY FIRE PROTECTION
JAY EM FIRE PROTECTION DISTRICT
KEYHOLE STATE PARK
KIRBY DITCH IRRIGATION DISTRICT
LAGRANGE FIRE PROTECTION DISTRICT
LAGRANGE VOLUNTEER FIRE DEPARTMENT
LARAMIE COUNTY FIRE DISTRICT #1
LARAMIE COUNTY FIRE DISTRICT #10
LUCERNE PUMPING PLANT CANAL CO.
MALLO CAMP, NEWCASTLE
MEETEETSE CONSERVATION DISTRICT
MEETEETSE FIRE DISTRICT #3
MITCHELL RURAL FIRE DEPARTMENT
MITCHELL DRAINAGE DISTRICT
MITCHELL IRRIGATION DISTRICT
MITCHELL SCHOOL DISTRICT #31

NORTH BIG HORN HOSPITAL DISTRICT
NORTH PLATTE VALLEY CONSERVATION DISTRICT
NORTHWEST RURAL WATER DISTRICT
NORTHWEST WYOMING BOARD OF COOPERATIVE SERVICES
OFFICE OF THE SHERIFF-HOT SPRINGS
PARK COUNTY FIRE PROTECTION DISTRICT #2
PARK COUNTY SCHOOL DISTRICT #6
PARK COUNTY SHERIFF'S DEPT.
PARK COUNTY TRAVEL COUNCIL
PARK COUNTY TREASURER
PATHFINDER IRRIGATION DISTRICT
RIVERSIDE CEMETERY DISTRICT
ROOSEVELT PUBLIC POWER DISTRICT
SCOTTS BLUFF COUNTY AGRICULTURE SOCIETY
SHOSHONE IRRIGATION DISTRICT
SHOSHONE RECREATION DISTRICT
SOUTH CHEYENNE WATER & SEWER
SOUTH GOSHEN CONSERVATION DISTRICT
SOUTH THERMOPOLIS WATER DISTRICT
SOUTH TORRINGTON PARK PROJECT
SOUTH TORRINGTON WATER
STATE OF WYOMING
SUNSET RANCH WATER DISTRICT
TORRINGTON FIRE PROTECTION DISTRICT
TORRINGTON IRRIGATION DISTRICT
TORRINGTON MUNICIPAL COURT
TOWN OF EAST THERMOPOLIS
TOWN OF KIRBY
TOWN OF MOORCROFT
TOWN OF PINE HAVEN
TOWN OF THERMOPOLIS
TOWN OF YODER
UPPER BLUFF IRRIGATION DISTRICT
VETERAN FIRE PROTECTION
WASHAKIE CO CONSERVATION DISTRICT
WASHAKIE COUNTY FARM BUREAU
WASHAKIE COUNTY LIBRARY
WASHAKIE COUNTY SHERIFFS OFFICE
WASHAKIE COUNTY TREASURER
WASHAKIE COUNTY WEED & PEST CONTROL DISTRICT
WASHAKIE MEDICAL CENTER BAORD
WASHAKIE RURAL IMPROVEMENT
WASHAKIE SCHOOL DISTRICT #1
WASHAKIE SCHOOL DISTRICT #2
WEST HIGHWAY WATER & SEWER DISTRICT
WEST PARK HOSPITAL DISTRICT
WESTERN COMM COLLEGE AREA
WESTON COUNTY FIRE PROTECTION DISTRICT
WESTON COUNTY HEALTH SERVICES
WESTON COUNTY MANOR
WESTON COUNTY NATURAL RESOURCE DISTRICT
WESTON COUNTY SCHOOL DISTRICT #1
WESTON COUNTY SHERIFF
WESTON COUNTY TRAVEL
WORLAND BENCH DRAINAGE
WORLAND POLICE DEPARTMENT
WRIGHT WATER & SEWER DISTRICT
WY DEPT. OF ENVIRONMENTAL QUALITY LQD/BRIAN GOOD
WY DEPT. OF ENVIRONMENTAL/CODY STAMPEDE
WY DEPT. OF ENVIRONMENTAL/KISSACK WATER & OIL
WY DEPT OF REVENUE
WY OIL AND GAS CONSERVATION COMMISSION/RBJ OIL LLC
WYOMING BOYS SCHOOL
WYOMING DEPT OF CORRECTIONS
WYOMING PIONEER HOME
WYOMING STATE TREASUER
WYRULEC CO
YELLOWSTONE REGIONAL AIRPORT
YODER FIRE PROTECTION DISTRICT



CERTIFIED COPY OF RESOLUTION OF Pinnacle Bank- Wyoming concerning the pledging of collateral security for deposit of public funds.

WHEREAS, it is necessary for Pinnacle Bank–Wyoming, to properly secure City of Cody, Wyoming and all public entities within the State, including, but not limited to, those listed in the attached Exhibit “A”, for all monies deposited in said bank by the Treasurer of Park County, WY and other public entities hereinafter called the Treasurer.

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of Unlimited Dollars; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Pinnacle Bank-Wyoming that any two of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the Treasurer of the State or political subdivision, such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Douglas H. Weedin, President/CEO
Carmen Duncan, V.P. Cashier, Cody, PBW
Marlane Borger, Quality Control Officer, PBW

John Thomas, Sr. V.P. Chief Investment Officer
Sheri Schutzman, Operations Officer, Cody
Carol Brown, Administrative Assistant/Secretary

BE IT FURTHER RESOLVED that this authority given to said officers of Pinnacle Bank- Wyoming named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of Pinnacle Bank-Wyoming to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as thought authorized by specific Resolution of the Board of Directors of this Bank.

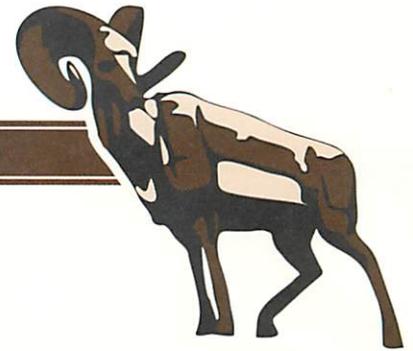
.....
Certificate

I, Marlane Borger, Quality Control Officer of Pinnacle Bank -Wyoming, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Bank at a valid meeting thereof, held in its conference room in the City of Cody this 16th day of October A.D., 2019; that said resolution has been spread upon the minutes of said meeting in the minutes book which constitutes a part of said Bank's permanent records, and that seal affixed thereto is the official corporate seal of said Bank.

Dated at Cody, Wyoming this 16th day of October A.D. 2019

Marlane Borger, Quality Control Officer

Big Horn Federal



October 29, 2019

Leslie Brumage, Finance Officer
City of Cody
PO Box 2200
Cody, WY 82414

Dear Ms Brumage:

Big Horn Federal would like to provide our services to you as a public funds depositor. We offer a variety of checking account products, savings account products as well as term deposits accounts for those public funds depositors that take advantage of the bidding process.

We can provide safekeeping receipts of government guaranteed securities for the uninsured amount of monies that you bid or otherwise have on deposit. These receipts come directly to you on a timely basis from a third party escrow agent or from the Federal Home Loan Bank of Des Moines. Big Horn Federal would act jointly with the depositor any time a change is made to the collateral position. This insures the safety of the depositor and secures the collateral pledge.

Please let this letter serve as our formal request to be designated as a depository for the 2020 fiscal year. A resolution will follow in a few weeks. I look forward to the opportunity to bid your funds and be of service to you!

Sincerely,
Big Horn Federal Savings Bank

Scott Petersen
Branch Manager



Greybull Branch
P.O. Box 471 • 33 North 6th
Greybull, WY 82426
ph: 307.765.4412

Powell Branch
105 East 2nd Street
Powell, WY 82435
ph: 307.754.9501

Thermopolis Branch
643 Broadway
Thermopolis, WY 82443
ph: 307.864.2156

Cody Branch
1701 Stampede Ave.
Cody, WY 82414
ph: 307.587.5521

Worland Branch
1006 Big Horn Ave.
Worland, WY 82401
ph: 307.347.6196

Lovell Branch
8 East Main
Lovell, WY 82431
ph: 307.548.2703

Big Horn Federal



November 25, 2019

City of Cody
Attn: Leslie Brumage
PO Box 2200
Cody, WY 82414

Dear Ms. Brumage:

Big Horn Federal would like to provide our services to you as a public funds depositor. We offer a variety of checking account products, savings account products as well as term deposits accounts for those public funds depositors that take advantage of the bidding process.

We can provide safekeeping receipts of government guaranteed securities for the uninsured amount of monies that you bid or otherwise have on deposit. These receipts come directly to you on a timely basis from a third party escrow agent or from the Federal Home Loan Bank of Des Moines. Big Horn Federal would act jointly with the depositor any time a change is made to the collateral position. This insures the safety of the depositor and secures the collateral pledge.

Please let this letter serve as our formal request to be designated as a depository for the 2020 fiscal year. I am enclosing a resolution which was adopted in November by our Board of Directors. I look forward to the opportunity to bid your funds and be of service to you!

Sincerely,
Big Horn Federal Savings Bank

Scott Petersen
Branch Manager



Greybull Branch
P.O. Box 471 • 33 North 6th
Greybull, WY 82426
ph: 307.765.4412

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ph: 307.347.6196

Lovell Branch
8 East Main
Lovell, WY 82431
ph: 307.548.2703

www.bighornfederal.com

RESOLUTION

WHEREAS, it is necessary for Big Horn Federal Savings Bank to properly secure the CITY OF CODY monies deposited to the bank by the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry an unlimited balance with the bank as provided for in the Bylaws of the political division or subdivision; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any one of the following named persons, officers of the bank are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon;

John J. Coyne, III - CEO and President

Shalene Cheatham - Secretary-Treasurer

BE IF FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also included the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank's officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank's officers named herein under the authority of the Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CEO and President 

Secretary-Treasurer 

DATED: November 20, 2019



US Bancorp Center BC-MN-H18U
800 Nicollet Mall
Minneapolis, MN 55402-7020

October 17, 2019

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

In conformity with Wyoming Statutes (9-4-818, 9-4-802, 9-4-806) formal application is hereby made by U.S. Bank National Association, operating in the state of Wyoming to be designated at a depository. The minutes of the **July 24, 2019** Board of Directors meeting are certified in the attached resolution.

U.S. Bank National Association will offer the following assets to be collateralized the deposits for **CITY OF CODY** under all terms and conditions for future collateral agreement to be determined.

1. FHLB of Cincinnati Letter of Credit.
2. Federal National Mortgage Association – Mortgage Backed Securities.
3. Federal home Loan Mortgage Corporation – Mortgage Backed Securities.

Julie Niederer
Treasury Officer

Laurie Baker, Vice President
Government Banking - Relationship Manager



CERTIFIED RESOLUTIONS

I, Natasha M. Knack, Assistant Secretary of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the following resolutions were adopted by the Board of Directors of U.S. Bank National Association on July 24, 2019 and that the same are in effect as of the date hereof and have not been modified, amended or revoked.

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds;

WHEREAS, the City of Cody has designated the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral ("Eligible Collateral"); and

WHEREAS, under state law, the total amount of the collateral computed at its market value shall be at least 100% deposit plus accrued interest at the close of the business day.

NOW, THEREFORE, it is hereby:

RESOLVED, that the Board of Directors hereby approves a pledge from the Bank's available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of the City of Cody, such Eligible Collateral being more particularly described in a Pledge Agreement and attached Written Assignment executed by the Bank in favor of the City of Cody.

RESOLVED FURTHER, that authority be given to the following officers of the Bank to furnish collateral to the Pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the Pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

John C. Stern, Executive Vice President
Lynn D. Flagstad, Senior Vice President
Patricia A. Finnemore, Vice President
Christina Eumurian, Assistant Vice President
Mary E. Holen, Treasury Officer
Laurie J. Luby, Treasury Officer
Julie A. Niederer, Treasury Officer

FURTHER RESOLVED, that the officers named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Pledgee as required, and any collateral pledge agreement executed or any act done by the officers named herein under the authority of this Resolution shall be as binding and effective upon this Bank as though authorized by specific Resolution of the Board of Directors of this Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2019.

(No corporate seal)

Natasha M. Knack, Assistant Secretary

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for
a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business June 30, 2019

20190630
(RCON 8999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities and (2) banks with domestic offices only and total consolidated assets of \$100 billion or more.

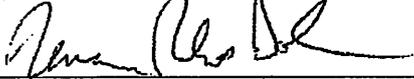
Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

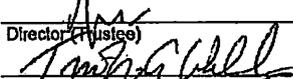
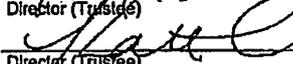
schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting


Signature of Chief Financial Officer (or Equivalent)

July 30, 2019
Date of Signature


Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

- (a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- (b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@ffiec.gov.

U.S. Bank National Association
Legal Title of Bank (RSSD 8017)

Cincinnati
City (RSSD 9130)

FDIC Certificate Number 6548
(RSSD 8050)

OH
State Abbreviation (RSSD 9200)

45202
Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)
6BYL5QZYBDK8S7L73M02
(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 95.47 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Income for the period January 1, 2019–June 30, 2019

All Report of Income schedules are to be reported on a calendar year-to-date basis in thousands of dollars.

Schedule RI—Income Statement

	Dollar Amounts in Thousands		
	RIAD	Amount	
1. Interest income:			
a. Interest and fee income on loans:			
(1) In domestic offices:			
(a) Loans secured by real estate:			
(1) Loans secured by 1–4 family residential properties.....	4435	1,829,725	1.a.(1)(a)(1)
(2) All other loans secured by real estate.....	4436	947,814	1.a.(1)(a)(2)
(b) Loans to finance agricultural production and other loans to farmers.....	4024	17,568	1.a.(1)(b)
(c) Commercial and industrial loans.....	4012	1,753,279	1.a.(1)(c)
(d) Loans to individuals for household, family, and other personal expenditures:			
(1) Credit cards.....	B485	1,317,202	1.a.(1)(d)(1)
(2) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	B486	715,958	1.a.(1)(d)(2)
(e) Loans to foreign governments and official institutions.....	4056	0	1.a.(1)(e)
(f) All other loans in domestic offices.....	B487	307,446	1.a.(1)(f)
(2) In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4059	6,181	1.a.(2)
(3) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(2)).....	4010	6,895,173	1.a.(3)
b. Income from lease financing receivables.....	4065	298,702	1.b.
c. Interest income on balances due from depository institutions ⁽¹⁾.....	4115	55,994	1.c.
d. Interest and dividend income on securities:			
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....	B488	202,106	1.d.(1)
(2) Mortgage-backed securities.....	B489	1,121,315	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.).....	4060	118,725	1.d.(3)
e. Interest income from trading assets.....	4069	4,088	1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	4020	15,041	1.f.
g. Other interest income.....	4518	34,528	1.g.
h. Total interest income (sum of items 1.a.(3) through 1.g.).....	4107	8,745,672	1.h.
2. Interest expense:			
a. Interest on deposits:			
(1) Interest on deposits in domestic offices:			
(a) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	4508	59,962	2.a.(1)(a)
(b) Nontransaction accounts:			
(1) Savings deposits (includes MMDAs).....	0093	945,869	2.a.(1)(b)(1)
(2) Time deposits of \$250,000 or less.....	HK03	128,556	2.a.(1)(b)(2)
(3) Time deposits of more than \$250,000.....	HK04	190,397	2.a.(1)(b)(3)
(2) Interest on deposits in foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4172	198,483	2.a.(2)
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	4180	19,873	2.b.
c. Interest on trading liabilities and other borrowed money.....	4185	468,461	2.c.

1. Includes interest income on time certificates of deposit not held for trading.

Schedule RI—Continued

	Dollar Amounts in Thousands		Year-to-date		
			RIAD	Amount	
2. Interest expense (continued):					
d. Interest on subordinated notes and debentures.....			4200	66,175	2.d.
e. Total interest expense (sum of items 2.a through 2.d).....			4073	2,077,776	2.e.
3. Net interest income (item 1.h minus 2.e).....	4074	6,667,896			3.
4. Provision for loan and lease losses (1).....	JJ33	763,245			4.
5. Noninterest income:					
a. Income from fiduciary activities (2).....			4070	665,296	5.a.
b. Service charges on deposit accounts.....			4080	663,811	5.b.
c. Trading revenue (3).....			A220	77,011	5.c.
d. (1) Fees and commissions from securities brokerage.....			C886	129,921	5.d.(1)
(2) Investment banking, advisory, and underwriting fees and commissions.....			C888	12,967	5.d.(2)
(3) Fees and commissions from annuity sales.....			C887	0	5.d.(3)
(4) Underwriting income from insurance and reinsurance activities.....			C386	623	5.d.(4)
(5) Income from other insurance activities.....			C387	1	5.d.(5)
e. Venture capital revenue.....			B491	0	5.e.
f. Net servicing fees.....			B492	126,098	5.f.
g. Net securitization income.....			B493	0	5.g.
h. Not applicable					
i. Net gains (losses) on sales of loans and leases.....			5416	169,317	5.i.
j. Net gains (losses) on sales of other real estate owned.....			5415	3,173	5.j.
k. Net gains (losses) on sales of other assets (4).....			B496	166,919	5.k.
l. Other noninterest income*.....			B497	2,577,319	5.l.
m. Total noninterest income (sum of items 5.a through 5.l).....	4079	4,592,456			5.m.
6. a. Realized gains (losses) on held-to-maturity securities.....	3521	0			6.a.
b. Realized gains (losses) on available-for-sale securities.....	3196	21,959			6.b.
7. Noninterest expense:					
a. Salaries and employee benefits.....			4135	3,644,938	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....			4217	551,317	7.b.
c. (1) Goodwill impairment losses.....			C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets.....			C232	130,915	7.c.(2)
d. Other noninterest expense*.....			4092	1,754,812	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d).....	4093	6,081,982			7.e.
8. a. Income (loss) before unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e).....	HT69	4,437,084			8.a.
b. Unrealized holding gains (losses) on equity securities not held for trading (5).....	HT70	25			8.b.
c. Income (loss) before applicable income taxes, and discontinued operations (sum of items 8.a and 8.b).....	4301	4,437,109			8.c.
9. Applicable income taxes (on item 8.c).....	4302	896,786			9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	4300	3,540,323			10.
11. Discontinued operations, net of applicable income taxes*.....	FT28	0			11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	G104	3,540,323			12.

* Describe on Schedule RI-E—Explanations.

1. Institutions that have adopted ASU 2016-13 should report in item 4 the provisions for credit losses on all financial assets that fall within the scope of the standard.
2. For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
3. For banks required to complete Schedule RI, Memorandum item 8, trading revenue reported in Schedule RI, item 5.c, must equal the sum of Memorandum items 8.a through 8.e.
4. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale securities.
5. Item 8.b is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.

Schedule RI—Continued

	Dollar Amounts in Thousands	Year-to-date		
		RIAD	Amount	
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value).....	G103	19,692		13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	4340	3,520,631		14.

Memoranda

	Dollar Amounts in Thousands	Year-to-date		
		RIAD	Amount	
1. Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes.....		4513	36,607	M.1.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets (1)</i>				
2. Income from the sale and servicing of mutual funds and annuities in domestic offices (included in Schedule RI, item 8).....		8431	107,784	M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b).....		4313	153,073	M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3)).....		4507	109,992	M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....		4150	70,769	M.5.
6. Not applicable				
7. If the reporting institution has applied push down accounting this calendar year, report the date of the institution's acquisition (see instructions) (2).....		RIAD	Date	
		9106	00000000	M.7.
8. Trading revenue (from cash instruments and derivative instruments) (sum of Memorandum items 8.a through 8.e must equal Schedule RI, item 5.c):				
<i>Memorandum items 8.a through 8.e are to be completed by banks that reported total trading assets of \$10 million or more for any quarter of the preceding calendar year.</i>				
a. Interest rate exposures.....		RIAD	Amount	
		8757	45,551	M.8.a.
b. Foreign exchange exposures.....		8758	39,139	M.8.b.
c. Equity security and index exposures.....		8759	0	M.8.c.
d. Commodity and other exposures.....		8760	0	M.8.d.
e. Credit exposures.....		F186	(7,680)	M.8.e.
<i>Memorandum items 8.f through 8.h are to be completed by banks with \$100 billion or more in total assets that are required to complete Schedule RI, Memorandum items 8.a through 8.e, above. (1)</i>				
f. Impact on trading revenue of changes in the creditworthiness of the bank's derivatives counterparties on the bank's derivative assets (year-to-date changes) (included in Memorandum items 8.a through 8.e above):				
(1) Gross credit valuation adjustment (CVA).....		FT36	(7,402)	M.8.f.(1)
(2) CVA hedge.....		FT37	7,307	M.8.f.(2)
g. Impact on trading revenue of changes in the creditworthiness of the bank on the bank's derivative liabilities (year-to-date changes) (included in Memorandum items 8.a through 8.e above):				
(1) Gross debit valuation adjustment (DVA).....		FT38	(995)	M.8.g.(1)
(2) DVA hedge.....		FT39	2,725	M.8.g.(2)
h. Gross trading revenue, before including positive or negative net CVA and net DVA.....		FT40	67,795	M.8.h.

1. The asset-size tests are based on the total assets reported in the June 30, 2018, Report of Condition.

2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2019, would report 20190301.

Schedule RI—Continued

Memoranda—Continued

	Year-to-date		
	RIAD	Amount	
Dollar Amounts in Thousands			
<i>Memorandum items 9.a and 9.b are to be completed by banks with \$10 billion or more in total assets (1)</i>			
9. Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:			
a. Net gains (losses) on credit derivatives held for trading.....	C889	(364)	M.9.a.
b. Net gains (losses) on credit derivatives held for purposes other than trading.....	C890	(311)	M.9.b.
10. Credit losses on derivatives (see instructions).....	A251	0	M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....	RIAD	Yes	No
	A530		X
			M.11.
<i>Memorandum item 12 is to be completed by banks that are required to complete Schedule RC-C, Part I, Memorandum items 8.b and 8.c. and is to be completed semiannually in the June and December Reports only.</i>			
12. Noncash income from negative amortization on closed-end loans secured by 1–4 family residential properties (included in Schedule RI, item 1.a.(1)(a)(1)).....	RIAD	Amount	
	F228	0	M.12.
<i>Memorandum item 13 is to be completed by banks that have elected to account for assets and liabilities under a fair value option.</i>			
13. Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:			
a. Net gains (losses) on assets:	F551	(443,363)	M.13.a.
(1) Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk.....	F552	(33)	M.13.a.(1)
b. Net gains (losses) on liabilities:	F553	0	M.13.b.
(1) Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk.....	F554	0	M.13.b.(1)
14. Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities recognized in earnings (included in Schedule RI, items 6.a and 6.b)(2).....	J321	495	M.14.
<i>Memorandum item 15 is to be completed by institutions with \$1 billion or more in total assets (1) that answered "Yes" to Schedule RC-E, Part I, Memorandum item 5.</i>			
15. Components of service charges on deposit accounts in domestic offices (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):			
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H032	226,044	M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H033	88,139	M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H034	16,734	M.15.c.
d. All other service charges on deposit accounts.....	H035	332,894	M.15.d.

1. The asset-size tests are based on the total assets reported in the June 30, 2018, Report of Condition.
2. Memorandum item 14 is to be completed only by institutions that have not adopted ASU 2016-13.

Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2019

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		RCFD	Amount	
Assets				
1. Cash and balances due from depository institutions (from Schedule RC-A):				
a. Noninterest-bearing balances and currency and coin ⁽¹⁾		0081	4,411,045	1.a.
b. Interest-bearing balances ⁽²⁾		0071	12,357,473	1.b.
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A) ⁽³⁾		JJ34	46,383,112	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D).....		1773	68,426,228	2.b.
c. Equity securities with readily determinable fair values not held for trading ⁽⁴⁾		JA22	4,181	2.c.
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold in domestic offices.....	RCON	B987	1,694	3.a.
b. Securities purchased under agreements to resell ^(5,6)	RCFD	B989	3,735,925	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):				
a. Loans and leases held for sale.....		5369	3,819,316	4.a.
b. Loans and leases held for investment.....	B528		291,949,697	4.b.
c. LESS: Allowance for loan and lease losses ⁽⁷⁾	3123		4,019,265	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....		B529	287,930,432	4.d.
5. Trading assets (from Schedule RC-D).....		3545	1,882,505	5.
6. Premises and fixed assets (including capitalized leases).....		2145	3,682,296	6.
7. Other real estate owned (from Schedule RC-M).....		2150	88,025	7.
8. Investments in unconsolidated subsidiaries and associated companies.....		2130	69,542	8.
9. Direct and indirect investments in real estate ventures.....		3656	0	9.
10. Intangible assets (from Schedule RC-M).....		2143	12,794,810	10.
11. Other assets (from Schedule RC-F) ⁽⁶⁾		2160	27,551,585	11.
12. Total assets (sum of items 1 through 11).....		2170	473,138,169	12.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

Schedule RC—Continued

Dollar Amounts in Thousands				RCON	Amount	
Liabilities						
13. Deposits:						
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I).....				2200	342,652,693	13.a.
(1) Noninterest-bearing (1).....				RCON 6631	76,464,853	13.a.(1)
(2) Interest-bearing.....				RCON 6636	266,187,840	13.a.(2)
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, Part II).....				RCFN 2200	 21,878,631	13.b.
(1) Noninterest-bearing.....				RCFN 6631	280,953	13.b.(1)
(2) Interest-bearing.....				RCFN 6636	21,597,678	13.b.(2)
14. Federal funds purchased and securities sold under agreements to repurchase:						
a. Federal funds purchased in domestic offices (2).....				RCON B993	632,477	14.a.
b. Securities sold under agreements to repurchase (3).....				RCFD B995	895,400	14.b.
15. Trading liabilities (from Schedule RC-D).....						
				RCFD 3548	639,668	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....						
				RCFD 3190	37,212,247	16.
17. and 18. Not applicable						
19. Subordinated notes and debentures (4).....				3200	3,800,000	19.
20. Other liabilities (from Schedule RC-G).....				2930	15,595,326	20.
21. Total liabilities (sum of items 13 through 20).....				2948	423,306,442	21.
22. Not applicable						
Equity Capital						
Bank Equity Capital						
23. Perpetual preferred stock and related surplus.....				3838	0	23.
24. Common stock.....				3230	18,200	24.
25. Surplus (exclude all surplus related to preferred stock).....				3839	14,266,915	25.
26. a. Retained earnings.....				3632	36,043,237	26.a.
b. Accumulated other comprehensive income (5).....				B530	(1,293,376)	26.b.
c. Other equity capital components (6).....				A130	0	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....				3210	49,034,976	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....				3000	796,751	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....				G105	49,831,727	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....				3300	473,138,169	29.

1. Includes noninterest-bearing demand, time, and savings deposits.
2. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
3. Includes all securities repurchase agreements, regardless of maturity.
4. Includes limited-life preferred stock and related surplus.
5. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
6. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC—Continued

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2018.....

RCFD	Number
6724	NA

M.1.

- | | |
|--|--|
| <p>1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution</p> <p>1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution</p> <p>2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)</p> | <p>2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)</p> <p>3 = This number is not to be used</p> <p>4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)</p> <p>5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)</p> <p>6 = Review of the bank's financial statements by external auditors</p> <p>7 = Compilation of the bank's financial statements by external auditors</p> <p>8 = Other audit procedures (excluding tax preparation work)</p> <p>9 = No external audit work</p> |
|--|--|

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....

RCON	Date
8878	NA

M.2.

CML COO

Public Funds Collateral Management Team
333 Market St 4th Floor, MAC A0109-040
San Francisco, CA 94105
publicfundscollateral@wellsfargo.com



December 05, 2019

XNPBFYDTA5 1 000016



Attn: Leslie Brummage
City of Cody
PO Box 2200
Attn: Leslie Brummage
Cody, WY 82414

RE: APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

Pursuant to the requirements of Wyoming Statutes 1977, Section 9-4-818, formal application is hereby made by Wells Fargo Bank, Nation Association, a national banking association in the State of Wyoming, to be designated a depository for City of Cody.

Wells Fargo is prepared to pledge the following described securities as provided in Wyoming Statutes 1977, Section 9-4-821, to be assigned to and deposited with the Treasurer, City of Cody, as security for the safekeeping and prompt payment of all public monies that may be deposited with it by the Treasurer, City of Cody, and for the faithful performance of its duties under the law as such depository.

If you need any additional information, please feel free to contact me in Public Funds Collateral Unit at 1-877-479-6603. Thank you.

Dated this 5 December 2019

Wells Fargo Bank, N.A.

Sheila Lynch
Vice President
Public Funds Collateral
Management Team

XNPBFYDTA5 000016 NNNNNNNNNNNN NNN NNN 001 003 000095 21465101.1



**SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Patricia A. Ruedenberg, an Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that, pursuant to the authority delegated to Petros "Perry" G. Pelos, a Senior Executive Vice President of the Bank (the "Authorized Individual"), by the Executive Committee of the Board of Directors of the Bank on November 1, 2016, the following resolution was duly adopted by written consent of the Authorized Individual effective as of October 28, 2019, and that said resolution has not been rescinded or modified and is now in full force and effect:

**Resolution Regarding Approval of Contracts
Regarding Depository Services**

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 29th day of October, 2019.

(SEAL)



Patricia A. Ruedenberg
Patricia A. Ruedenberg
Wells Fargo Bank, National Association
Assistant Secretary

CONTRACT TO BUY AND SELL REAL ESTATE

Cody, Wyoming

Prepared: January 2, 2020

- 1. OFFER TO PURCHASE.** The undersigned Park County Animal Shelter, a Wyoming Nonprofit Corporation (collectively "PCAS") hereby agrees to purchase from the City of Cody (collectively "the City"), approximately 3.46 acres of land in the City of Cody, County of Park, Wyoming, and more particularly described as follows:

Lot 1 of the Benny's Place Minor Subdivision according to the plat recorded in Plat Cabinet P, Page 25, records of Park County, State of Wyoming.

(the "Property") together with all buildings, other permanent improvements thereon and all fixtures attached thereto, all in their present condition.

- 2. EARNEST MONEY.** The parties acknowledge that PCAS has deposited \$4,076.00 with the City as a bid guarantee, which sum shall be applied as earnest money against the purchase price at closing.

- 3. PURCHASE TERMS.** PCAS agrees to buy the above-described Property upon the following terms and conditions and for a purchase price of Eighty-One Thousand Five Hundred Ten Dollars (\$81,510.00), payable as follows:

\$ 4,076.00	earnest money deposit; and
<u>\$77,434.00</u>	(approximate) balance of purchase price to be paid in collected funds at closing.
\$81,510.00	Total Purchase Price

- 4. CLOSING COSTS.**

4.1. PCAS shall also pay the following closing costs in cash no later than at closing:

4.1.1. Recording fees for the Warranty Deed;

4.1.2. The closing agent's fee;

4.2.2. The cost associated with any title insurance to be provided by The City pursuant to Paragraph 6 hereof;

4.1.3. Any attorney fees incurred by PCAS (if not paid outside of closing).

4.2. The City shall also pay the following closing costs in cash no later than at closing:

4.2.1. Any attorney fees incurred by The City (if not paid outside of closing)

4.3. The Property and PCAS are both currently exempt from taxes, and so no proration shall be made.

4.4. To the extent that the current shelter building and property are served by City, utility or municipal-type services that do not constitute a lien upon the

Property and of which there is no notice or evidence in the public record, such services are already in PCAS's name and shall continue to be paid by PCAS. If the Property is subject to any other improvements, such as Northwest Rural Water, PCAS shall be responsible to pay any transfer fee and PCAS shall pay any connection or hookup charges.

5. ITEMS INCLUDED IN PURCHASE PRICE. The current shelter building is owned by PCAS and no other personal property is owned by the City or conveyed herewith.

6. TITLE.

6.1. Title shall be conveyed to Park County Animal Shelter, a Wyoming Nonprofit Corporation.

6.2. The City shall provide, at PCAS's expense, a current commitment for an Owner's title insurance policy from Park County Title Company, LLC in an amount equal to the purchase price, showing merchantable title in The City. The City agrees to deliver the title insurance commitment to PCAS as soon as practicable following execution of this Contract and to deliver the policy to PCAS without unreasonable delay after closing. PCAS will pay the premium thereon at the time of closing.

6.3. Title shall be merchantable in The City. The City agrees to convey the Property by a general Warranty Deed, inclusive of mineral interests and/or water rights owned by the City, if any. Title shall be subject to general taxes for the year of closing, local improvement districts, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and other reservations of record.

7. CLOSING AND POSSESSION. Closing and possession shall occur on or before **January 23, 2020**, at a time and place which shall be designated prior to closing.

8. CONDITION OF PROPERTY AND INSPECTIONS. PCAS is familiar with the Property, acknowledges that it is satisfied as to the condition of the Property, and accepts the Property "as is," "where is" and "with all faults."

9. CONSENTS AND ACKNOWLEDGEMENTS.

9.1. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between PCAS and The City to modify the terms and conditions of this Contract.

9.2. This Contract may be executed in multiple copies, and, by their signatures hereon, each party acknowledges receipt of a signed copy at the time of signing.

9.3. The parties hereto agree that facsimile copies of this contract, or any attachment, exhibit or counteroffer hereto, as well as any signatures thereon,

shall for all purposes be deemed sufficient and good for acceptance as an original document or signature.

- 9.4. The effective date of this contract will be the date on which PCAS and The City, or the last of them, have signed this contract.
- 9.5. Each of the parties agrees that neither of them has been represented by any Broker nor should either of them owe any commission on this transaction.
- 9.6. Each of the parties hereto specifically represents that they have read this Contract and that they know and understand its contents. Each party acknowledges that each of them has had independent legal counsel of their own choosing or the opportunity to retain said counsel. Each party hereby acknowledges that they fully understand their legal rights and obligations, or have had the opportunity to become fully informed, and that, having had such advice or the opportunity to seek such advice and with such knowledge, each of them is signing this Contract freely and voluntarily and of their own will and accord. The City understands and acknowledges that the law firm of Bormuth Law, LC, represents only PCAS in this real estate transaction. PCAS understands and acknowledges that the law firm of Copenhaver, Kath, Kitchen & Kolpitcke, LLC, represents only the City of Cody in this real estate transaction.
- 9.7. The parties further agree that the provisions of this Contract shall survive closing and shall not merge into delivery of the Deed.

WHEREFORE, the parties have executed this Contract to Buy and Sell Real Estate as of the day and date first written above.

PARK COUNTY ANIMAL SHELTER,
a Wyoming Nonprofit Corporation

THE CITY OF CODY

By: _____
K. R. MARKERT, President
Date: _____

By: _____
MATT HALL, Mayor
Date: _____

Attest: _____
CYNTHIA D. BAKER, City Clerk
Date: _____

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Amelia Miller

Organization Represented Cody Elks Lodge

Date you wish to appear before the Council 1/7/20

Mailing Address 1202 Beck Ave., Cody WY 82414 Telephone 307-587-2533

E-Mail Address codyelksbpoe1611@gmail.com

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic Amelia Miller

Event Title (if applicable) Wyoming Elks Association Convention

Date(s) of Event (if applicable) Jan. 9 - 12, 2020

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We would like to place reserved signs on the edge of the sidewalks, 3 on 12th Street and 3 on Beck Ave. The reserved spots would be on the corner of 12th & Beck, all spots would be directly connected to the Elks. The signs will be wind resistant.

Which City employee(s) have you spoken to about this issue? Cindy Baker

Signature  Date 1/3/20

AGENDA ITEM SUMMARY REPORT

Authorize the Mayor to sign and execute the FY2020 Transportation Alternatives Program Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody

ACTION TO BE TAKEN

Authorize the Mayor to sign and execute the FY2020 Transportation Alternatives Program (TAP) Subrecipient Agreement and associated documents.

SUMMARY OF INFORMATION

On April 2, 2019, the City Council authorized City Staff to submit all application materials and associated documents to seek federal funding through the TAP grant program administered by the Wyoming Department of Transportation (WYDOT). On July 9, 2019, the City Council approved Resolution 2019-03 authorizing City Staff to seek a total project funding amount of \$500,000 comprised of \$400,000 of TAP grant funding and \$100,000 of local cash match (i.e. City) funding.

The City's application for funding has been approved for the full amount requested, and the Subrecipient Agreement must be executed for the project to move forward. Upon approval of the Agreement, City Staff will work with WYDOT to complete the preliminary and final design of the project in 2020 using a consultant engineer. It is anticipated that project construction will occur in late summer and fall of 2020 or in the spring of 2021.

The Subrecipient Agreement has been reviewed by the City Attorney, and it was noted that General Conditions Item E – Prohibited Interest states “No . . . officer . . . of the Sponsor (City of Cody) during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.” It is the City Attorney's interpretation that Item E would prevent Quality Asphalt Paving from performing any work on this project.

FISCAL IMPACT

The City is required to provide a total of \$100,000 for the local cash match. The funding of the local cash match will require a new appropriation for the grant revenue, and budget transfers within the approved FY 2019-20 Budget to fund the local cash match. The new appropriation for the grant revenue will be presented to the City Council for approval in February 2020 with the mid-year budget amendments.

The local cash match of \$100,000 will be funded by budget transfers from the Specific Purpose Tax (SPT) Fund and the General Fund – Public Works Department (Streets). The Specific Purpose Tax (SPT) Fund amount will be \$80,000 (80%) through budget transfers from the approved budgets for (1) the ADA Ramps 2018 project (all remaining unspent funds), (2) the ADA Ramps 2019 project (a portion of the remaining unspent funds), and (3) the Chip Seal 2019 project (a portion of the remaining unspent funds). The General Fund – Public Works Department (Streets) amount will be

AGENDA ITEM NO. _____

\$20,000 (20%) through budget transfers from the approved budgets for (1) Infrastructure – Curb, Gutter, and Sidewalk Repair and (2) Infrastructure – Streets, Alleys, and Parking Lot Repair.

It is not anticipated that these budget transfers will impede the SPT Fund or the Streets division from accomplishing SPT project work or necessary street repairs currently budgeted for. Instead, these budget transfers generally represent project savings and/or unspent budget that would become carry-over funding (for SPT Fund) or revert to reserves (for General Fund) at the end of the current fiscal year.

ATTACHMENTS

1. TAP Project Award Letter dated October 28, 2019
2. TAP Agreement Letter dated December 5, 2019
3. FY2020 Transportation Alternatives Program Subrecipient Agreement between the Wyoming Department of Transportation and the City of Cody

AGENDA & SUMMARY REPORT TO

None



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

October 28, 2019

City of Cody
Attention: Phillip M. Bowman, P.E.
1338 Rumsey Avenue
Cody, WY 82414

Re: **Award Letter** - FY2020 Transportation Alternatives Program (TAP) Project CD20512

Dear Phillip,

The Wyoming Transportation Commission has approved the Fiscal Year 2020 TAP projects. Your Cody Sidewalk and Pedestrian Ramp Improvements project was approved. Please review the table below for the breakdown of funding.

TAP Funding	Local Cash Match	Project Total
\$400,000.00	\$100,000.00	\$500,000.00

Prior to issuance of a cooperative agreement on this project, the City of Cody agrees upon the following funding requirements:

- Simplified Consultant Selection or Request for Proposal (RFP) completed by June 1, 2020. (If applicable)
- Project-Specific Google training.
- Provide the Project Delivery Systems Questionnaire (WYDOT's Internal Review Department will contact you regarding this document)
- Monitoring per Risk Level (to be determined). Evaluation of Risk letter to be issued at a later date.

If the above-noted items are not completed prior to June 1, 2020, the City of Cody's project will be in danger of cancellation.

Authorization to proceed on the project will be granted in future correspondence. Once the Cooperative Agreement is signed, the Local Government Office will be contacting you to arrange a date and time for a meeting to discuss project funding requirements. If you have any questions, please contact me at 307-777-4862 or David.Herd@wyo.gov. Congratulations on your TAP award and I look forward to working with you in the future!

Sincerely,

Dave Herdt
Local Programs Specialist

Cc: Pete Hallsten, P.E. – WYDOT District Engineer
WYDOT Internal Review

This letter is NOT a Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

December 5, 2019

City of Cody
Attention: Phillip M. Bowman, P.E.
1338 Rumsey Avenue
Cody, WY 82414

RE: Agreement - FY2020 Transportation Alternatives Program (TAP) Project CD20512

Dear Phillip,

Enclosed you will find two copies of the Fiscal Year 2020 Cody Sidewalk and Pedestrian Ramp Improvements Agreement for the TAP project. Please have the Mayor, along with an attest, sign both copies and mail back to our office for processing. **The agreements must be originals and can not be emailed.** Once the agreement is fully executed, we will mail you an original for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-4862 or david.herdt@wyo.gov.

Sincerely,

David M. Herdt
Local Programs Specialist

Enclosures

**FY2020
 Transportation Alternatives Program
 SUBRECIPIENT AGREEMENT
 BETWEEN THE
 WYOMING DEPARTMENT OF TRANSPORTATION
 AND THE
 CITY OF CODY**

Federal Award Information - Required by 2 CFR § 200.331	
Subrecipient Name: City of Cody	Subrecipient DUNS: 177929338
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	Federal Award this Agreement: \$400,000.00
Total Federal Award to Subrecipient: \$400,000.00	Total Federal Award: \$500,000.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov WYDOT Contact for Confirmation of Funds:
Sponsor Contact: Phillip Bowman Phone: 307-527-3481 Email: pbowman@cityofcody.com	Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Cody Sidewalk and Pedestrian Ramp Improvements	Recipient County: Park
Agreement No.: CD 0.00 CD20512	Project No.: CD20512

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Cody (Sponsor), whose address is: 1338 Rumsey Avenue, Cody, Wyoming 82414.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation



Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2022.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of Attachment A, the project Sponsor’s TAP application, dated July 15, 2019, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

(i) **Project Description.** TAP funding to construct ADA compliant curb ramps, crosswalk improvements and crosswalk sign improvements adjacent to Cody High School, Cody Middle School and Eastside Elementary School at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

(ii) **Responsibility of Sponsor.** Sponsor shall:

- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
- (b) Select consultants based on qualifications, utilizing WYDOT’s help if needed;
- (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
- (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
- (e) Monitor project progress and submit reimbursement requests to WYDOT’s LGC Office at least once per quarter; and
- (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

(iii) **Responsibility of WYDOT.** WYDOT will:

- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;



- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be thirty-six (36) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2022 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- (v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (viii) Contractor and subcontractor Certification for Suspension and Debarment.
- (ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during



the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

- (x) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (xi) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

- E. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.

- H. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for



project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- I. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed four hundred thousand dollars (\$400,000.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of five hundred thousand dollars (\$500,000.00) (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds,



WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- L. Public Interest Finding.** If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.
- M. Records Retention.** The Sponsor shall keep records and audit reports on file for three years after the project is complete.
- N. Restrictions, Prohibitions, Controls and Labor Provisions**



- (i) Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (ii) Disadvantaged Business Enterprise Requirements.
 - (a) Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) Title VI Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- (iv) Compliance with Elderly and Disabled Regulations. The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

O. Right-of-Way and Utilities. Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real



Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

- A. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sponsor's failure to comply with state or federal requirements. WYDOT shall notify the Sponsor of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Sponsor agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.



- F. Limitations on Lobbying Activities.** By signing this Agreement, the Sponsor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall



identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

- L. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Sponsor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The Sponsor acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Sponsor purchases ownership using funds awarded under this Agreement. The Sponsor must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The Sponsor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sponsor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Sponsor shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able



to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty



shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Agreement, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- J. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of two (2) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** The Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sponsor's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.



Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- P. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.



- R. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Agreement. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Sponsor agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Sponsor agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- S. Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.



- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

City of Cody:

Name

By: _____
Matt Hall, Mayor

Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Sandra J. Scott, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

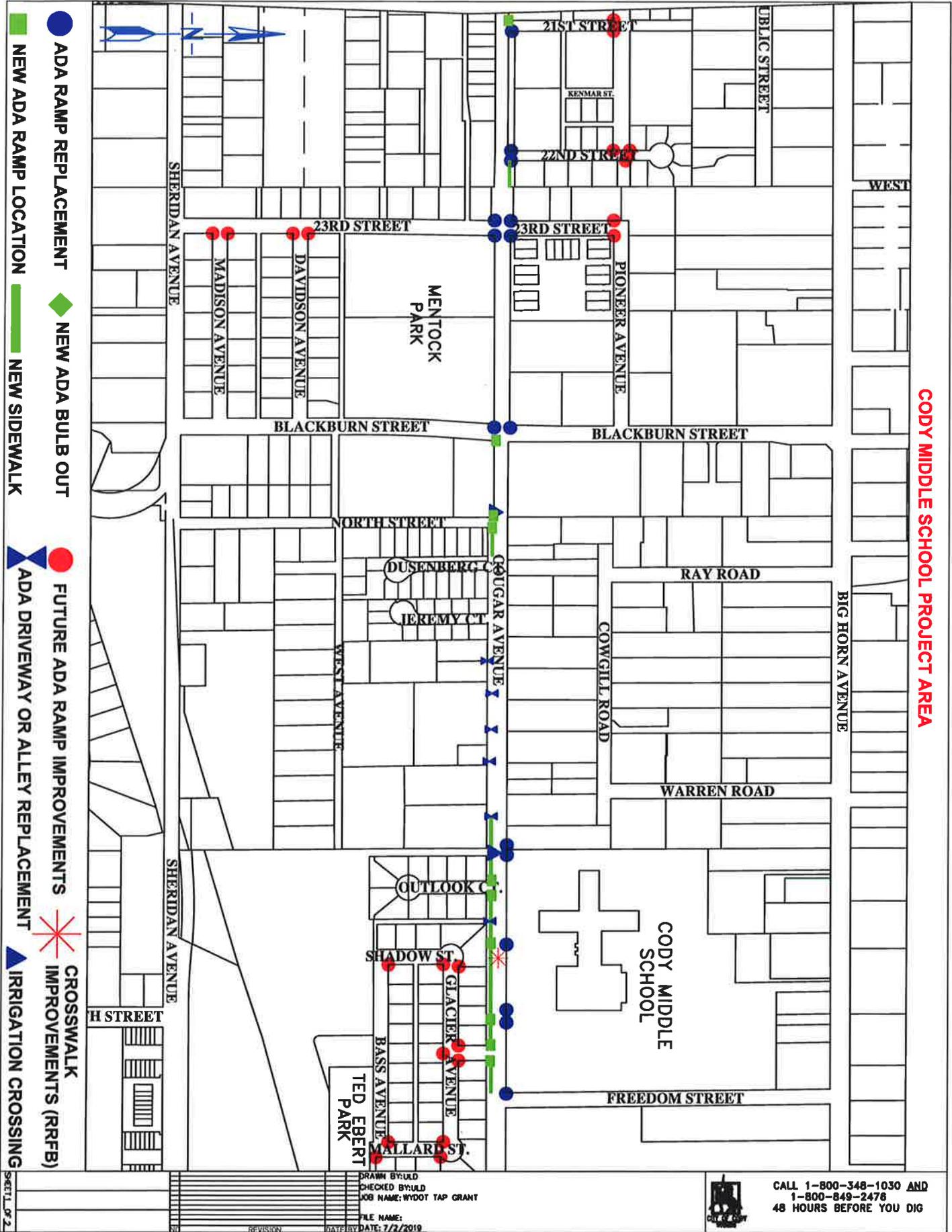
By: *Aly Goldman* #198255
Alysia Goldman
Assistant Attorney General
State of Wyoming
12/2/19

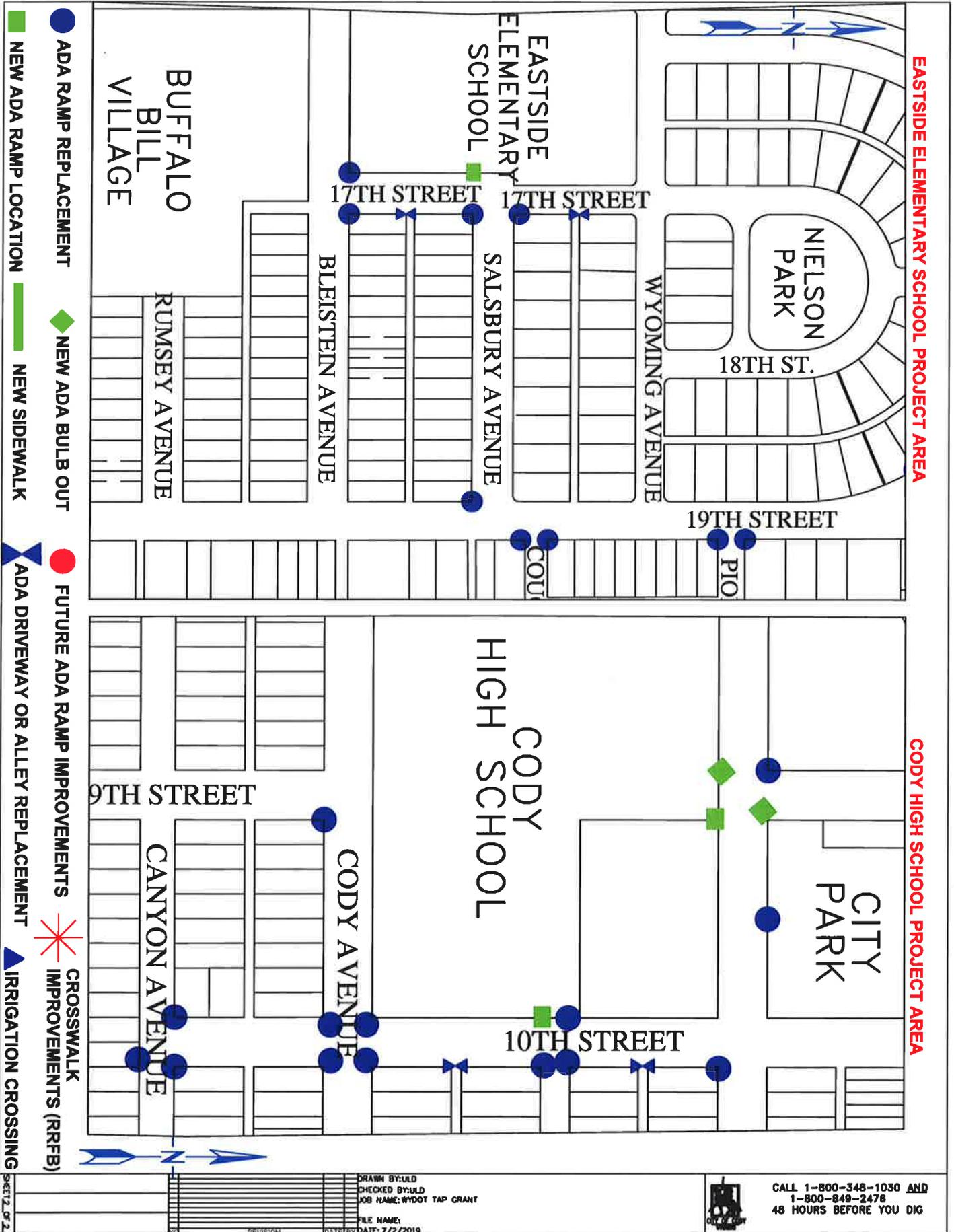
Date agreement prepared: November 13, 2019



Brief Project Summary:

The City of Cody has completed nearly \$1.0 million of ADA Pedestrian Ramp Improvements funded through a 1c Specific Purpose Tax with projects completed in 2018 and 2019. The proposed 2020 ADA Ramp & Pedestrian Improvements Project will continue those efforts with a focus on sidewalk connectivity, pedestrian ramp replacements, cross walk enhancements, and crosswalk flashing beacon sign improvements in the areas directly adjacent to Cody Middle School, Cody High School, and Eastside Elementary School. These improvements will greatly benefit the students of these schools, the residents of the surrounding neighborhoods, the patrons of our local businesses, and the visitors to our community. The goal of this project is to improve safety and mobility for all of these user groups, and ensure that students, residents, and visitors alike all have the opportunity to utilize safe and effective non-vehicular travel options within the City of Cody.





**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

MEETING DATE DECEMBER 17, 2019
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Ordinance 2019-08 – TAXICAB FEES

ACTION TO BE TAKEN:

Approve changes to Ordinance 2019-08 Taxicab Fees

SUMMARY OF INFORMATION:

Currently the City of Cody has five (5) businesses with active taxicab licenses. The current fee structure is \$25.00 for each vehicle utilized in the operation of this business and has been set at this same rate for over 20 years. Several of the licensees are provided options to subsidize their business revenues: Topsy Taxi funds, State or Federal Grants or other subsidizes thus this increase should not cause a financial burden on any licensee.

FISCAL IMPACT

If all Taxicab license holders renew with the current number of vehicles, the City will receive an increase of \$625.00 in revenues annually.

ALTERNATIVES

1. Approve Ordinance with new rates
2. Approve Ordinance amending rates to reflect another amount
3. Deny Ordinance changes

ATTACHMENTS

1. Ordinance 2019-08

AGENDA & SUMMARY REPORT TO:

Town Taxi
Cody Cab
Trolley Tours
NPU Luxury
Senior Center

AGENDA ITEM NO. _____

ORDINANCE NO. 2019-08

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION
3-3-3, OF THE CITY OF CODY CODE: TAXICAB FEES:
LICENSE DURATION**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
CODY, PARK COUNTY, WYOMING:**

Title 3, Chapter 3, Section 3-3-3, of the City of Cody Code, shall be amended to provide as follows:

The fee for a license to operate taxicabs as provided in this chapter shall be ~~twenty five dollars (\$25.00)~~ one hundred dollars(100.00) for the first taxicab and fifty (\$50.00) for each additional taxicab per year that is to be operated. All such licenses issued shall be on a calendar year basis from January 1 to December 31. Fees shall not be prorated for licenses issued midyear. Licenses which are not renewed by December 31 shall expire. In such instances the license cannot be renewed, however the operator may submit an application for a new license

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: DECEMBER 17, 2019

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

MATT HALL, Mayor

ATTEST:

Cynthia D. Baker Administrative Services Director

MEETING DATE: DECEMBER 17, 2019
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Ordinance 2019-10 – Fireworks – Sales, License and Use

ACTION TO BE TAKEN:

Approve changes to Ordinance 2019-10 - Fireworks - Fees

SUMMARY OF INFORMATION:

Currently the City of Cody one annual licensee that is permitted to sell fireworks within the City limits. The current annual fee of \$25.00 has been the fee for over 20 years and staff recommendation is to increase this fee to an annual fee of \$100.00.

FISCAL IMPACT

If the current licensee continues to renewal annually an increase of \$75.00 in revenue would be obtained. In the past there has been another license holder and if this business or others would obtain a license there could be additional revenue annually.

ALTERNATIVES

1. Approve Ordinance with new rates
2. Approve Ordinance amending rates to reflect another amount
3. Deny Ordinance changes

ATTACHMENTS

1. Ordinance 2019-10

AGENDA & SUMMARY REPORT TO:

Current Licensee

AGENDA ITEM NO. _____

ORDINANCE NO. 2019-10

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5-5-1 B,
OF THE CITY OF CODY CODE: FIREWORKS – SALES, LICENSE
AND USE:**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY,
PARK COUNTY, WYOMING:**

Title 5, Chapter 5, Section 5-5-1 B, of the City of Cody Code, shall be amended to provide as follows:

- B. Each firework and pyrotechnic business shall obtain a business license as provided for in [title 3, chapter 1](#) of this code, and the annual license fee shall be ~~twenty five dollars (\$25.00)~~ one hundred dollars (\$100.00).

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: DECEMBER 17, 2019

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

MATT HALL, Mayor

ATTEST:

Cynthia D. Baker Administrative Services Director

MEETING DATE: DECEMBER 17, 2019
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Ordinance 2019-11 –Catering Permit Fees

ACTION TO BE TAKEN:

Approve changes to Ordinance 2019-11 –Catering Permit Fees

SUMMARY OF INFORMATION:

State Legislation changed the State Statute range for this type of permit to \$10 - \$50 effective July 1, 2019. The City has been issuing permits with the fee amount of \$50/per permit and is now addressing the need to change the City ordinance to reflect the \$50/per permit fee versus the current \$100.

FISCAL IMPACT

With the State Legislation change the City will see approximately a decrease in revenue of \$2,500 annually based on permit issuance history as it relates to the 24-hour catering permits.

ALTERNATIVES

1. Approve Ordinance amending rates to reflect State Statute

ATTACHMENTS

1. Ordinance 2019-11

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 3-2-14 G, OF THE CITY OF CODY CODE: LICENSE FEES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 3, Chapter 2, Article II, Section 3-2-14 E, of the City of Cody Code, shall be amended to provide as follows:

G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of ~~one hundred dollars (\$100.00)~~ fifty dollars (\$50.00).

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ___December 17, 2019_____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director

MEETING DATE: DECEMBER 17, 2019
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Ordinance 2019-12

ACTION TO BE TAKEN:

Approve changes to Ordinance 2019-12 – Liquor Licenses - Numbers, Application, Issuance and Regulation of Licenses and Licensees, by amending to add Section 3-2-10 E Relating to definition of operational.

SUMMARY OF INFORMATION:

During the 2019 Legislative Session – W.S.12-1-101 was approved and notes “Operational” means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued. The State allows the Licensing Authority to further define “weekly basis” as such, staff recommends Licensee must be open for business to the public one day a week for a minimum of four (4) hours during the months of operation as noted on the Liquor License application. With the renewal in April, 2019, Staff did recommend to license holders who are open on a seasonal basis to follow the current recommendation of the definition of “weekly basis”, as well as, making aware to license holder of this regulation.

FISCAL IMPACT

None

ALTERNATIVES

1. Approve the Ordinance - adding Section 3-2-10 E – outlining the State’s requirement for operational on a weekly basis and further the definition of “weekly basis”
2. Amend Ordinance to reflect another option for definition of “weekly basis”

ATTACHMENTS

1. Ordinance 2019-12

AGENDA & SUMMARY REPORT TO:

Current License holders

AGENDA ITEM NO. _____

ORDINANCE NO. 2019-12

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 3-2-10 E, OF THE CITY OF CODY CODE:
LICENSES: NUMBERS, APPLICATION, ISSUANCE AND
REGULATION OF LICENSES AND LICENSEES -**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
CODY, PARK COUNTY, WYOMING:**

Title 3, Chapter 2, Article II, Section 3-2-10 E, of the City of Cody Code, shall be amended to provide as follows:

- E. Definition of Operational – “operational” means offering for sales on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permits issued. Licensee must be open for business, to the public, one day a week for a minimum of four (4) hours during the months of operation as noted on the Liquor License application.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ____December 17, 2019_____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director